

Exhibit 7

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.

Applicant,

v.

SIMONS HAULING CO., INC.

Respondent.

Case No. CL08-4029-6

**MOTION TO REDUCE AMOUNT OF MONEY PAID
INTO COURT TO DISCHARGE MECHANIC'S LIENS**

Stony Point Land, Inc. ("Applicant"), by counsel, pursuant to VA. CODE § 43-71, submits this Motion to Reduce Money Paid into Court to Discharge Mechanic's Liens and claims filed regarding certain real property located in the City of Richmond, Virginia. In support of its Motion, Applicant states as follows:

1. Applicant is the record owner of certain real property located in the City of Richmond, Virginia, generally described and referred to as the Riverwatch Subdivision, Tax Map No. 0001-0374/030 ("the Property"). The Property is more particularly described in a Plat recorded in Plat Book 08-32 among the land records of the Circuit Court of the City of Richmond, Virginia ("the Clerk's Office").
2. Simons Hauling Co., Inc. ("Simons") has caused to be recorded in the Clerk's Office two Memoranda for Mechanic's Liens and a Memorandum of Disclosure which pertain to alleged contract claims against Applicant (collectively, "the Simons Mechanic's Liens"): a) the first Simons Mechanic's Lien was recorded in the Clerk's Office on August 8, 2008, as Instrument



No.08-21621 and identifies the subject property as a Roadway at Tax Map Parcel No.

C0010374044; b) the Second Simons Mechanic's Lien was recorded in the Clerk's Office on August 15, 2008, as Instrument No. 08-22297, and identifies the subject property as Lots 1 – 13 in Riverwatch Subdivision, Tax Map Parcel No. C001-0374/030; c) the Third Simons Mechanic's Lien is designated as Memorandum of Disclosure and was recorded in the Clerk's Office on August 15, 2008, Instrument No. 08-22298, and identifies the subject property as 13 separate lots in the Riverwatch Subdivision, and the common areas of the subdivision, Tax Map Nos. C001-0374/030 and C001-0757/001.

3. Simons is the claimant in each of the Simons Mechanic's Liens; all of the Mechanic's Liens are in the identical principal amount of \$178,670.57; and all of the Mechanic's Liens seek recovery of the same claim against Applicant on the same purported contractual obligation.
4. The "type of materials or services furnished" to the project as described by Simons in its Mechanic's Liens include "Curb and Gutter, or other assorted concrete items." See, e.g., Instrument No. 08-22297, attached hereto as Exhibit 1. The date from which interest on the amounts claimed is asserted is August 15, 2008.
5. Simons was the general contractor in the construction performed on the Property.
6. Applicant denies that it is indebted to Simons in the amount of the Simons Mechanic's Liens, or in any amount. However, Applicant applied to pay money into Court in accordance with the provisions of VA. CODE § 43-71 in an amount equal to the principal amount of the Simons Mechanic's Liens in order to discharge and release the Simons Mechanic's Liens.
7. By Order entered September 18, 2008, this Court granted Applicant's request, and ordered the release of the Simons Mechanic's Liens ("the 9/17/08 Order"). Exhibit 2 hereto is a true

and correct copy of the 9/17/08 Order. Applicant has paid the \$178,670.57 into the court per the 9/17/08 Order.

8. Thereafter, on or about September 26, 2008, Spanish Quality Concrete Co., Inc. caused to be recorded in the Clerk's Office of this Court a Memorandum of Mechanic's Lien Claimed by Subcontractor ("the Spanish Quality Lien") and a Disclosure Statement ("the Spanish Quality Disclosure Statement") (collectively, "the Spanish Quality Liens") regarding the Property.
9. The Spanish Quality Lien was recorded in the Clerk's Office on September 26, 2008, as Instrument No. 08-25725 and identifies the subject property as Parcels 1, 2 and 3 at "Riverwatch", as described in the exhibit to such document. See Exhibit 3 hereto. The Spanish Quality Disclosure Statement was recorded in the Clerk's Office on September 26, 2008, as Instrument No. 08-25724 and identifies the subject property as Parcels 1, 2 and 3 at "Riverwatch", as described in the exhibit to such document. See Exhibit 4.
10. The amounts sought in the Spanish Quality Liens is \$33,250.00. The Spanish Quality Liens identify Applicant as Owner of the subject property, Simons as General Contractor on the project, and Spanish Quality Concrete as a Subcontractor of Simons.
11. Spanish Quality was not in contractual privity with Applicant, and had no direct claim against Applicant. Spanish Quality's only claim regarding the Applicant and the Property was the claim of a mechanic's lien, through its status as subcontractor of Simons.
12. The "type of services or materials furnished" by Spanish Quality to the project was described in the Liens as "labor and materials related to curbs and gutters for residential subdivision." The date from which interest is claimed is July 21, 2008. Clearly, the Spanish Concrete Liens seek recovery of amounts for curb and gutter work at the project, which are also part of the amounts sought in the Simons Mechanic's Lien. See Exhibit 3, Spanish Concrete Liens.

13. Under Virginia law, a subcontractor's mechanic's lien rights are derivative of its general contractor's lien and lien rights. That is, the amount for which a subcontractor may claim a lien cannot exceed the amount for which the general contractor may claim a lien. VA. CODE § 43-7. Moreover, if Simons were to receive any funds from Applicant on its claims on the project, Virginia law would require Simons to use such funds to pay its laborers and materialmen on the project, including Spanish Quality Concrete. VA. CODE § 43-13.
14. Applicant has paid Spanish Quality Concrete the amount of \$33,250.00 to have the Spanish Quality Liens released of record, and for the release of the release of the Spanish Quality Concrete Claims. See Exhibit 5 hereto.
15. The payment of the Spanish Quality Claims and release of the Spanish Quality Liens works to the benefit of Simons by eliminating its liability for this debt, and reducing the amounts owed on the Project.
16. In the 9/17/08 Order, the Court permitted Applicant to pay funds into Court ("the Funds") to release the Simons Mechanic's Liens. As a matter of equity and fairness, Applicant should be able to reduce the amount of the Funds on deposit by the amount paid to have the Spanish Quality Claims released. Because the amounts sought in the Spanish Quality Claims are included within the amounts sought in the Simons Mechanic's Liens, there will be no prejudice to Simons or Spanish Quality Concrete if this Motion is granted.

WHEREFORE, Applicant requests that this Court enter an Order a) reducing the amount of Funds on Deposit by \$33,250.00, and b) directing the Clerk to refund to Applicant \$33,250.00 of the Funds held on Deposit. Applicant further requests that the remaining Funds described herein be held by the Court pending a determination of the validity and enforceability of all pending mechanic's liens on the Property. Applicant asks for such other and further relief as is

necessary and appropriate. Applicant reserves all of its rights, remedies, defenses and claims regarding the Mechanic's Liens and the claims of Simons.

STONY POINT LAND, INC.

By

Of Counsel

Philip C. Baxa, VSB No. 22977
MercerTrigiani LLP
16 South Second Street
Richmond, Virginia 23219
Tel: 804- 782-8691
Fax: 804-644-0209
Phil.baxa@mercertrigiani.com

Counsel for Applicant Stony Point Land, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of November, 2008, a true and correct copy of the foregoing Motion to reduce Amount of Money Paid into Court to Discharge Mechanic's Liens was sent by regular, per-paid mail to:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
P.O. Box 7733
Richmond, VA 23231

Michael L. Donner, Sr., Esquire
Hubbard, Terry & Britt
293 Steamboat Road
P.O. Box 340
Irvington, Virginia 22480

Exhibit 1

PG 592 AUG 15 2008

08-22297

MEMORANDUM OF MECHANICS LIEN
Claimed by General Contractor under Virginia Code 43-5

Name of Fee Owner: **Stony Point Land Inc.**
Address of Fee Owner: 1927 Hanover Avenue and 9030 Stony Point Pkwy
Richmond, VA 23220 Richmond, VA 23235

Name of Contractor: **. Simons Hauling Co., Inc**
Address of Contractor: P.O. Box 7733
Richmond, VA 23231

Name of Claimant: **Simons Hauling Co., Inc.**
Address of Claimant: P.O. Box 7733
Richmond, VA 23231

1.Type of materials or services Furnished: Clearing and grubbing / Installation of utilities including storm sewer, new water line system and new sanitary sewer system / Curb and Gutter, other assorted concrete items / earthwork and all aspects of sitework for the installation of roadways. Placement of stone sub base.

2.Amount Claimed: \$178,670.57

3.Type of structure on which work done or materials furnished: Roadways and all associated materials and labor to construct.

4.Brief Description and location of real property:

Lots 1-13, inclusive, Riverwatch Subdivision as the same is described with greater particularity in a Plat recorded in Plat Book 08-32 on July 08, 2008 among the land records of the City of Richmond, Virginia. Tax Parcel #C001-0374/030

5. Dates from which interest on above amount is claimed:

April 30, 2008, as required per the contract between Simons Hauling Co., Inc and Stony Point Land Inc.

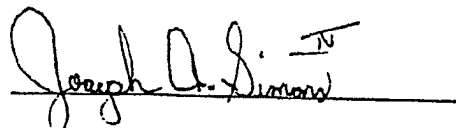
It is the intention of Claimant / Contractor to claim the benefit of a Mechanic's Lien.

DATED : August 15, 2008

Simons Hauling Co., Inc.

Return To: Simons Hauling Co. Inc.
P.O. Box 7733
Richmond, Va. 23231
(804) 222-6222

Attention: Joseph A. Simons, IV



ADN 1/4/40

593 AUG 15 8

Simons Hauling Co. Inc.

By:

Joseph A. Simons IV
Joseph A. Simons IV Vice President

State of Virginia Virginia
City/County Of Henrico

I, Amie Underwood, Notary Public for the State and County aforesaid, do certify that
Lisa I. Simons, Accounts Payable and Agent for Claimant, this day acknowledged the
foregoing before me in my county aforesaid.

Given under my hand this the 15th day of August 2008.

Amie R. Underwood
Notary Public

My Commission Expires: 12/31/2010
My Registration No. 7036497



INSTRUMENT #080021297
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON
AUGUST 15, 2008 AT 02:40PM

BEVILL M. DEAN, CLERK
RECORDED BY: VES

Exhibit 2

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.)

Petitioner/Applicant,)

v.)

SIMONS HAULING CO., INC.)

Respondent.)

Case No. CL08-4029-6

ORDER GRANTING APPLICATION TO RELEASE MECHANIC'S LIENS

This matter is before the Court on the Amended Application of Stony Point Land, Inc. ("Applicant"), by counsel, for permission to pay into Court an amount of money sufficient to discharge certain mechanic's liens and claims recorded by Simons Hauling, Co., Inc. ("Simons") on certain real property ("the Property") in the Riverwatch Subdivision ("the Subdivision") located in the City of Richmond, Virginia.

And it appearing to the Court that Simons has recorded the following Mechanic's Liens and claims ("the Mechanic's Liens") with respect to the Property:

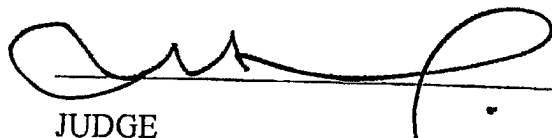
1. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 8, 2008, Instrument No. 08-21621;
2. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 15, 2008, Instrument No. 08-22297; and
3. A Memorandum of Disclosure in the total principal amount of \$178,670.57, but apportioned to certain Lots and Common Areas in the Riverwatch Subdivision.

And it further appearing that each of the Mechanic's Liens is in the identical principal amount of \$178,670.57. And it further appearing that each of the Mechanic's Liens pertains to the identical claim of Simons against Amended Applicant for amounts purportedly owed pursuant to a certain contract between Simons and Applicant. And it further appearing that Notice of the Application was given to Simons as required by Section 43-71 of the Virginia Code. And it further appearing that good cause exists to grant this Amended Application.

Accordingly, the Amended Application is GRANTED. And it is ORDERED that Applicant be, and is hereby, permitted to post with the Court the amount of \$178,670.57 in immediately available funds with the Clerk of this Court ("the Funds") for the release of the Mechanic's Liens. And it is further ORDERED that, the Funds having been submitted to the Court, the Mechanic's Liens filed in the Clerk's Office by Simons and recorded as Instrument Nos. 08-21621, 08-22297 and 08-22298, respectively, be and are hereby released in accordance with the provisions of VA. CODE §43-71. And it is further ORDERED that the Clerk note the release of each of the Mechanic's Liens in the records of this Court. And it is further ORDERED that the Funds be held in this Court pending a determination and/or resolution of the validity of the Mechanic's Liens.

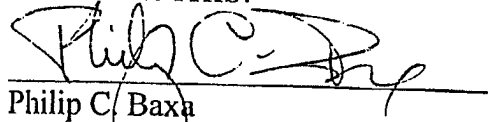
And it is further ORDERED that this matter is continued generally.

Enter 9/17/08


JUDGE

A COPY,
Teste: DEWILL M. LEAN, CLERK
BY:  D.C.

I ASK FOR THIS:

A handwritten signature in black ink, appearing to read "Philip C. Baxa", is written over a horizontal line.

Philip C. Baxa

Mercer Triggiani LLP

16 South Second Street

Richmond, Virginia 23219

Tel: 804-782-8691

Fax: 804-644-0209

Counsel for Stony Point Land, Inc.

R0007170

Exhibit 3

P6 0704 SEP 26 g

08. 25725

Prepared by and return to:
W. Alexander Burnett, Esquire
Williams Mullen
1021 East Cary Street, 17th floor
Richmond, VA 23219

Tap Map Nos. C0010374046; C0010374047; C0010374048; C0010374049;
C0010374050; C0010374051; C0010374052; C0010374053; C0010374054;
C0010374055; C0010374056; C0010374057

MEMORANDUM FOR MECHANIC'S LIEN
CLAIMED BY SUBCONTRACTOR

6/5/14

Name of Owner: Stony Point Land, Inc.,
a Virginia corporation

Address of Owner: 9030 Stony Point Parkway,
Suite 500,
Richmond, VA 23235

Name of General Contractor: Simons Hauling Co., Inc.,
a Virginia corporation,

Address of General Contractor: P.O. Box 7733
4510 Oakley's Lane
Richmond, VA 23231

Name of Claimant: Spanish Quality Concrete Co., Inc.,
A Virginia corporation,

Address of Claimant: 10624 Saluda Avenue
Glen Allen, VA 23060

1. Type of services or materials furnished:
labor and materials related to curbs and gutters for residential subdivision
2. Amount Claimed: Total Amount Claimed: \$33,250.00.
The amount provided by Virginia Code § 43-3(B), that is, that fractional part of the total cost of the labor and materials provided by Spanish Quality Concrete Co., Inc., as obtained by using "one" as the numerator and the number of lots or parcels as the denominator being fourteen (14), there being thirteen (13) lots or parcels and one (1) common area containing 12.0 acres, more or less, collectively known as "Riverwatch". Consequently, the amount claimed against each lot is \$2,375.00.

160705 SEP 26 8

3. Type of structure on which work done or materials furnished:
curbs and gutters for residential subdivision
4. Brief description and location of real property:
"Riverwatch" as described in Exhibit A attached hereto
5. Date from which interest on above amount is claimed:
July 21, 2008

DATED: September 26, 2008

SPANISH QUALITY CONCRETE CO., INC.

Claimant intends to
claim the benefit
of the lien.

By W. Alexander Burnett
W. Alexander Burnett,
Its Duly Authorized Agent and Attorney at Law

Williams, Mullen, Clark & Dobbins, P. C.
1021 East Cary Street, Suite 1600
P.O. Box 1320
Richmond, Virginia 23219
(804) 643-1991

I hereby certify that, pursuant to the Code of Virginia §43-4, as amended, I shall
mail a true and correct copy of the foregoing Memorandum of Mechanic's Lien to the
owner of record of the real property referenced herein.

W. Alexander Burnett
W. ALEXANDER BURNETT

AFFIDAVIT

COMMONWEALTH OF VIRGINIA) To-wit:
CITY OF RICHMOND)

I, the undersigned Notary Public in and for the above jurisdiction, do hereby
certify that W. Alexander Burnett, Agent for Claimant, this day made oath before me in
my aforesaid jurisdiction that Simons Hauling Co., Inc. is indebted to Claimant in the
sum of \$33,250.00 consideration stated in the foregoing Memorandum and that the same
is payable as therein stated.

Given under my hand this 26th day of September, 2008

My commission expires: November 30, 2011

Registration No. 221627

[Signature]
Notary Public

0706 SEP 26 8

RETURN TO:
Steven J. Selinger, Paralegal
Williams, Mullen, Clark & Dobbins, P. C.
P.O. Box 1320
Richmond, Virginia 23210-1320

Page Three of Four Pages

0707 SEP 26 8

EXHIBIT APARCEL 1

ALL those certain pieces or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing a total of 28.85 acres, more or less, consisting of two parcels designated as Parcel A containing 18.15 acres and Parcel B containing 10.7 ± acres, as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions; and

LESS AND EXCEPT Lot 1, Riverwatch, as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Holder Bros. Construction, Inc., a Virginia corporation, dated July 29, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-21457; and

LESS AND EXCEPT 12.04 acres, more or less, designated as "Common Area" as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Riverwatch Property Owners Association, Inc., a Virginia corporation, dated July 1, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-18543.

PARCEL 2

ALL that certain piece or parcel of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing 2.644 acres (the "Fee Parcel") as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions

PARCEL 3

The exclusive easement for ingress, egress, utilities, landscaping and signage, the temporary construction easements, and the non-exclusive easements for ingress, egress, drainage, utilities, landscaping and signage conveyed to Stony Point Land, Inc. pursuant and described in the VCUHSA Deed recorded in the aforesaid Clerk's Office as Instrument No. 06-30524, together with all rights relating thereto.

165032101

Page Four of Four Pages

08-25725
INSTRUMENT
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON

SEP 26 2008 AT 1517

BEVILL M. DEAN, CLERK
BY: *[Signature]* DEPUTY CLERK

Exhibit 4

0701 SEP 26 8

08 25724

Prepared by and return to:
W. Alexander Burnett, Esquire
Williams Mullen
1021 East Cary Street, 17th floor
Richmond, VA 23219

Tap Map Nos. C0010374046; C0010374047; C0010374048; C0010374049;
C0010374050; C0010374051; C0010374052; C0010374053; C0010374054;
C0010374055; C0010374056; C0010374057;

DISCLOSURE STATEMENT

Disclosure document required by Virginia Code §43-3(B), as amended:

1. Date: September 26, 2008
2. Type of structure on which work done
or materials furnished: curbs and gutters for residential
subdivision
3. Name of Owner: Stony Point Land, Inc.
a Virginia corporation
4. Address of Owner: 9030 Stony Point Parkway,
Suite 500,
Richmond, VA 23235
5. Name of General Contractor: Simons Hauling Co., Inc.
a Virginia corporation,
6. Address of General Contractor: P.O. Box 7733
4510 Oakley's Lane
Richmond, VA 23231
7. Name of Claimant: Spanish Quality Concrete Co., Inc.
A Virginia corporation,
8. Address of Claimant: 10624 Saluda Avenue
Glen Allen, VA 23060
9. Nature of the Lien to be claimed:
The lien is given by Virginia Code §§ 43-3(B) and 43-7, to persons providing
labor and materials for streets for the purpose of providing access to the
individual lots and common areas in the development in the City of Richmond,
Virginia, known as "Riverwatch" described in Exhibit A attached hereto

Page One of Three Pages

#0702 SEP 26 8

10. Amount claimed against each lot or parcel:

The amount provided by Virginia Code § 43-3(B), that is, that fractional part of the total cost of the labor and materials provided by Spanish Quality Concrete Co., Inc., as obtained by using "one" as the numerator and the number of lots or parcels as the denominator being fourteen (14), there being thirteen (13) lots or parcels and one (1) common area containing 12.0 acres, more or less, collectively known as "Riverwatch". Consequently, the amount claimed against each lot is \$2,375.00.

- 11: Description of the development:
"Riverwatch" as described in Exhibit A attached hereto

SPANISH QUALITY CONCRETE CO., INC.

BY W. Alexander Burnett
W. Alexander Burnett,
Attorney and duly Authorized Agent

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to-wit:

Subscribed and acknowledged before me this 26th day of September, 2008, by W. Alexander Burnett, personally known to me.

Steven J. Selinger
STEVEN J. SELINGER, NOTARY PUBLIC

MY COMMISSION EXPIRES: November 30, 2011
REGISTRATION NO. 221627

1658309v1

Page Two of Three Pages

0703 SEP 26 2008

PARCEL 1EXHIBIT A

ALL those certain pieces or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing a total of 28.85 acres, more or less, consisting of two parcels designated as Parcel A containing 18.15 acres and Parcel B containing 10.7 ± acres, as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions; and

LESS AND EXCEPT Lot 1, Riverwatch, as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Holder Bros. Construction, Inc., a Virginia corporation, dated July 29, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-21457; and

LESS AND EXCEPT 12.04 acres, more or less, designated as "Common Area" as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Riverwatch Property Owners Association, Inc., a Virginia corporation, dated July 1, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-18543.

PARCEL 2

ALL that certain piece or parcel of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing 2.644 acres (the "Fee Parcel") as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions

PARCEL 3

The exclusive easement for ingress, egress, utilities, landscaping and signage, the temporary construction easements, and the non-exclusive easements for ingress, egress, drainage, utilities, landscaping and signage conveyed to Stony Point Land, Inc. pursuant and described in the VCUHSA Deed recorded in the aforesaid Clerk's Office as Instrument No. 06-30524, together with all rights relating thereto.

1593091

Page Three of Three Pages

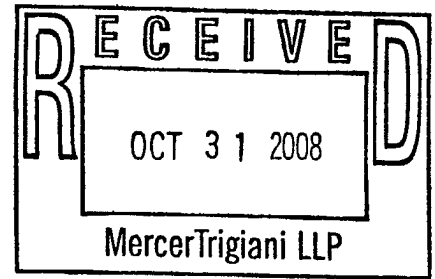
3

INSTRUMENT # 08-25724
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON

SEP 26 2008 AT 1:54 PM

BEVILL M. DEAN, CLERK
BY: [Signature] DEPUTY CLERK

Exhibit 5



Direct Dial: 804.783.6481
aburnett@williamsmullen.com

October 29, 2008

BY HAND DELIVERY

Bevill M. Dean, Clerk
Richmond Circuit Court
John Marshall Courts Building
400 North Ninth Street
Richmond, Virginia 23219

Re: Certificate for Release of Mechanic's Lien

Dear Mr. Dean:

I enclose for recordation the following:

1. Certificate for Release of Mechanic's Lien Claimed by Subcontractor recorded September 26, 2008 by Spanish Quality Concrete Co. in the amount of \$33,250.00; and
2. This firm's check in the amount of \$21.00 to cover the Court's recordation fee.

A self-addressed, stamped envelope is enclosed for your convenience in returning the recording receipt after recordation. If you have any questions, please do not hesitate to contact me. Thank you for your cooperation in this regard.

Sincerely,

W. Alexander Burnett

WAB/dad
Enclosures

cc: Philip C. Baxa, Esquire (w/Encl)
William G. Homiller, Esquire (w/Encl)

1675334v1

A Professional Corporation

NORTH CAROLINA • VIRGINIA • WASHINGTON, D.C. • LONDON

Two James Center 1021 East Cary Street (23219) P.O. Box 1320 Richmond, VA 23218-1320 Tel: 804.643.1991 Fax: 804.783.6507
www.williamsmullen.com

Prepared by and return to:
W. Alexander Burnett, Esquire
Williams Mullen
1021 East Cary Street, 17th floor
Richmond, VA 23219

Tap Map Nos. C0010374046; C0010374047; C0010374048; C0010374049;
C0010374050; C0010374051; C0010374052; C0010374053; C0010374054;
C0010374055; C0010374056; C0010374057

CERTIFICATE FOR RELEASE OF MECHANIC'S LIEN
CLAIMED BY SUBCONTRACTOR

Place of Record:	Clerk's Office of the Circuit Court of the City of Richmond, Virginia
Recorded:	September 26, 2008, Instrument No. 08-25725
Name of Owner:	<u>Stony Point Land, Inc.,</u> a Virginia corporation
Name of General Contractor:	<u>Simons Hauling Co., Inc.,</u> a Virginia corporation,
Name of Claimant:	<u>Spanish Quality Concrete Co., Inc.,</u> A Virginia corporation,

Amount Claimed: Total Amount Claimed: \$33,250.00.

The amount provided by Virginia Code § 43-3(B), that is, that fractional part of the total cost of the labor and materials provided by Spanish Quality Concrete Co., Inc., as obtained by using "one" as the numerator and the number of lots or parcels as the denominator being fourteen (14), there being thirteen (13) lots or parcels and one (1) common area containing 12.0 acres, more or less, collectively known as "Riverwatch". Consequently, the amount claimed against each lot is \$2,375.00.

Brief description and location of real property:
"Riverwatch" as described in Exhibit A attached hereto

The debt of Simons Hauling Co., Inc. giving rise to this Claim has been satisfied and above mentioned mechanic's lien is hereby released.

SPANISH QUALITY CONCRETE CO., INC.

By W. Alexander Burnett
W. Alexander Burnett,
Its Duly Authorized Agent and Attorney at Law

WILLIAMS MULLEN
1021 East Cary Street, 17th floor
P.O. Box 1320
Richmond, Virginia 23219
(804) 643-1991

COMMONWEALTH OF VIRGINIA:
CITY OF RICHMOND, TO-WIT:

The foregoing instrument was personally acknowledged before me in my aforesaid jurisdiction this 28th day of October, 2008, by W. Alexander Burnett, duly authorized agent and attorney-at-law for Spanish Quality Concrete Co., Inc.

My commission expires: November 30, 2011. Registration No. 221627

Steven J. Selinger
Steven J. Selinger, Notary Public

RETURN TO:
Steven J. Selinger, Paralegal
Williams, Mullen, Clark & Dobbins, P.C.
P.O. Box 1320
Richmond, Virginia 23210-1320

I:\WMCDLIB\STEVESEL\0127223.01



EXHIBIT A

PARCEL 1

ALL those certain pieces or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing a total of 28.85 acres, more or less, consisting of two parcels designated as Parcel A containing 18.15 acres and Parcel B containing 10.7 ± acres, as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32 , LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions; and

LESS AND EXCEPT Lot 1, Riverwatch, as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Holder Bros. Construction, Inc., a Virginia corporation, dated July 29, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-21457; and

LESS AND EXCEPT 12.04 acres, more or less, designated as "Common Area" as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Riverwatch Property Owners Association, Inc., a Virginia corporation, dated July 1, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-18543.

PARCEL 2

ALL that certain piece or parcel of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing 2.644 acres (the "Fee Parcel") as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32 , LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions

PARCEL 3

The exclusive easement for ingress, egress, utilities, landscaping and signage, the temporary construction easements, and the non-exclusive easements for ingress, egress, drainage, utilities, landscaping and signage conveyed to Stony Point Land, Inc. pursuant and described in the VCUHSA Deed recorded in the aforesaid Clerk's Office as Instrument No. 06-30524, together with all rights relating thereto.

Exhibit 8

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.

Applicant,

v.

SIMONS HAULING CO., INC.

Respondent.

Case No.: CL08-4029-6

**NOTICE OF WITHDRAWAL OF SECOND AMENDED
APPLICATION FOR PERMISSION TO PAY MONEY
INTO COURT TO DISCHARGE MECHANIC'S LIENS**

PLEASE TAKE NOTICE that Applicant Stony Point Land, Inc., by counsel, hereby
withdraws the Second Amended Application for Permission to Pay Money into Court to
Discharge Mechanic's Liens in this matter.

STONY POINT LAND, INC.

By: _____

Of Counsel

Philip C. Baxa, VSB No. 22977
MercerTrigiani LLP
16 South Second Street
Richmond, Virginia 23219
Tel: 804-782-8691
Fax: 804-644-0209
Phil.baxa@mercetrigiani.com

Counsel for Applicant Stony Point Land, Inc.

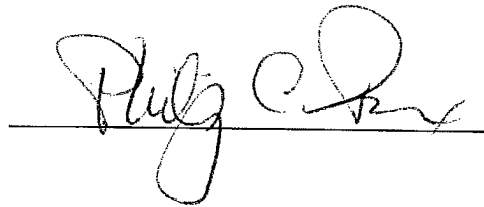


CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Notice of Withdrawal of Second Amended Application for Permission to Pay Money into Court to Discharge Mechanic's Liens was sent via regular mail, postage prepaid, this 13th day of November, 2008, to the following parties:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
P.O. Box 7733
Richmond, VA 23231

Michael L. Donner, Sr. Esquire
Hubbard, Terry & Britt
293 Steamboat Road
P.O. Box 340
Irvington, VA 22480



R0007497

Exhibit 9

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.

Applicant,

v.

SIMONS HAULING CO., INC.

Respondent.

Case No. CL08-4029-6

**AMENDED MOTION TO REDUCE AMOUNT OF MONEY
DEPOSITED INTO COURT TO DISCHARGE MECHANIC'S LIENS**

Stony Point Land, Inc. ("Applicant"), by counsel, pursuant to VA. CODE § 43-71, submits this Amended Motion to Reduce Money Deposited into Court to Discharge Mechanic's Liens and claims filed regarding certain real property located in the City of Richmond, Virginia. In support of its Motion, Applicant states as follows:

1. Applicant is the record owner of certain real property located in the City of Richmond, Virginia, generally described and referred to as the Riverwatch Subdivision, Tax Map No. 0001-0374/030 ("the Property" or "the Stony Point Property"). The Property is more particularly described in a Plat recorded in Plat Book 08-32 among the land records of the Circuit Court of the City of Richmond, Virginia ("the Clerk's Office").
2. Simons Hauling Co., Inc. ("Simons") has caused to be recorded in the Clerk's Office two Memoranda for Mechanic's Liens and a Memorandum of Disclosure which pertain to alleged contract claims against Applicant (collectively, "the Simons Mechanic's Liens"): a) the first Simons Mechanic's Lien was recorded in the Clerk's Office on August 8, 2008, as Instrument

EXHIBIT

9

tabbies

No.08-21621 and identifies the subject property as a Roadway at Tax Map Parcel No.

C0010374044; b) the Second Simons Mechanic's Lien was recorded in the Clerk's Office on August 15, 2008, as Instrument No. 08-22297, and identifies the subject property as Lots 1 – 13 in Riverwatch Subdivision, Tax Map Parcel No. C001-0374/030; c) the Third Simons Mechanic's Lien is designated as Memorandum of Disclosure and was recorded in the Clerk's Office on August 15, 2008, Instrument No. 08-22298, and identifies the subject property as 13 separate lots in the Riverwatch Subdivision, and the common areas of the subdivision, Tax Map Nos. C001-0374/030 and C001-0757/001.

3. Simons is the claimant in each of the Simons Mechanic's Liens; all of the Mechanic's Liens are in the identical principal amount of \$178,670.57; and all of the Mechanic's Liens seek recovery of the same claim against Applicant on the same purported contractual obligation.
4. The "type of materials or services furnished" to the project as described by Simons in its Mechanic's Liens is as follows:

Clearing and grubbing/Installation of utilities including storm sewer, new water line system, and new sanitary sewer system/curb and gutter, other assorted concrete items/earthwork and all aspects of site work for the installation of roadways. Placement of stone sub base.

See, e.g., Instrument No. 08-22297, attached hereto as Exhibit 1. The date from which interest on the amounts claimed is asserted is August 15, 2008.

5. Simons was the general contractor in the construction performed on the Property.
6. Applicant denies that it is indebted to Simons in the amount of the Simons Mechanic's Liens, or in any amount. However, Applicant applied to pay money into Court in accordance with the provisions of VA. CODE § 43-71 in an amount equal to the principal amount of the Simons Mechanic's Liens in order to discharge and release the Simons Mechanic's Liens.

7. By Order entered September 18, 2008, this Court granted Applicant's request, and ordered the release of the Simons Mechanic's Liens ("the 9/17/08 Order"). Exhibit 2 hereto is a true and correct copy of the 9/17/08 Order. Applicant has paid the \$178,670.57 into the court per the 9/17/08 Order.
8. Thereafter, on or about September 26, 2008, Spanish Quality Concrete Co., Inc. caused to be recorded in the Clerk's Office of this Court a Memorandum of Mechanic's Lien Claimed by Subcontractor ("the Spanish Quality Lien") and a Disclosure Statement ("the Spanish Quality Disclosure Statement") (collectively, "the Spanish Quality Liens") regarding the Property.
9. The Spanish Quality Lien was recorded in the Clerk's Office on September 26, 2008, as Instrument No. 08-25725 and identifies the subject property as Parcels 1, 2 and 3 at "Riverwatch", as described in the exhibit to such document. See Exhibit 3 hereto. The Spanish Quality Disclosure Statement was recorded in the Clerk's Office on September 26, 2008, as Instrument No. 08-25724 and identifies the subject property as Parcels 1, 2 and 3 at "Riverwatch", as described in the exhibit to such document. See Exhibit 4.
10. The amount sought in the Spanish Quality Liens is \$33,250.00. The Spanish Quality Liens identify Applicant as Owner of the subject property, Simons as General Contractor on the project, and Spanish Quality Concrete as a Subcontractor of Simons.
11. Spanish Quality was not in contractual privity with Applicant, and had no direct claim against Applicant. Spanish Quality's only claim regarding the Applicant and the Property was the claim of a mechanic's lien, through its status as subcontractor of Simons.
12. The "type of services or materials furnished" by Spanish Quality to the project was described in the Liens as "labor and materials related to curbs and gutters for residential subdivision." The date from which interest is claimed is July 21, 2008. Clearly, the Spanish Concrete

Liens seek recovery of amounts for curb and gutter work at the project, which are also part of the amounts sought in the Simons Mechanic's Lien. See Exhibit 3, Spanish Concrete Liens.

13. Martin Marietta Materials ("Martin Marietta") is another subcontractor/supplier of Simons with respect to the Property. Martin Marietta was a potential mechanic's lien claimant on the Property for unpaid invoices for materials furnished to Simons ("the Martin Marietta Claims").
14. Martin Marietta was not in contractual privity with Applicant, and had no direct claim against Applicant. Martin Marietta's only claim regarding the Applicant and the Property was as a potential mechanic's lien claimant, through its status of subcontractor/supplier of Simons.
15. The invoices of Martin Marietta show that it provided stone materials to Simons for the Stony Point property during the months of June and July, 2008. Clearly, these materials were used in the work that is the subject of the Simons Mechanic's Liens.
16. Under Virginia law, a subcontractor's mechanic's lien rights are derivative of its general contractor's lien and lien rights. That is, the amount for which a subcontractor may claim a lien cannot exceed the amount for which the general contractor may claim a lien. VA. CODE § 43-7. Moreover, if Simons were to receive any funds from Applicant on its claims on the project, Virginia law would require Simons to use such funds to pay its laborers and materialmen on the project, including Spanish Quality Concrete and Martin Marietta. VA. CODE § 43-13.
17. Applicant has paid Spanish Quality Concrete the amount of \$33,250.00 to have the Spanish Quality Liens released of record, and for the release of the release of the Spanish Quality Concrete Claims. See Exhibit 5 hereto.

18. Applicant has paid Martin Marietta \$14,024.23 for the release of the Martin Marietta Claims. Exhibit 6 hereto consists of copies of invoices of Martin Marietta to Simons for materials used at the Property, and a check in the amount of \$14,024.23 submitted by Applicant directly to Martin Marietta in payment of the Martin Marietta Claims.
19. The payment of the Spanish Quality Claims and release of the Spanish Quality Liens, and the payment of the Martin Marietta Claims work to the benefit of Simons by eliminating its liability for these debts, and reducing the amounts owed with respect to the Property. The payments also reduce the amount that Simons can claim in its Mechanic's Liens.
20. In the 9/17/08 Order, the Court permitted Applicant to deposit funds into Court ("the Funds") to release the Simons Mechanic's Liens. As a matter of equity and fairness, Applicant should be able to reduce the amount of the Funds on deposit by the amount paid to have the Spanish Quality Claims and the Martin Marietta Claims released. Because the amounts sought in the Spanish Quality Claims and the Martin Marietta Claims are included within the amounts sought in the Simons Mechanic's Liens, there will be no prejudice to Simons, Spanish Quality Concrete or Martin Marietta if this Motion is granted.

WHEREFORE, Applicant requests that this Court enter an Order a) reducing the amount of Funds on Deposit by \$33,250.00, the amount of the Spanish Quality Lien, and by \$14,024.23, the amount of the Martin Marietta claims; and b) directing the Clerk to refund to Applicant \$47,274.23 of the Funds held on Deposit. Applicant further requests that the remaining Funds described herein be held by the Court pending a determination of the validity and enforceability of all pending mechanic's liens on the Property. Applicant asks for such other and further relief as is necessary and appropriate. Applicant reserves all of its rights, remedies, defenses and

claims regarding the Mechanic's Liens, the Spanish Quality Claims, the Martin Marietta Claims, and the claims of Simons.

STONY POINT LAND, INC.

By


Of Counsel

Philip C. Baxa, VSB No. 22977
MercerTrigiani LLP
16 South Second Street
Richmond, Virginia 23219
Tel: 804- 782-8691
Fax: 804-644-0209
Phil.baxa@mercertrigiani.com

Counsel for Applicant Stony Point Land, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of December, 2008, a true and correct copy of the foregoing Amended Motion to reduce Amount of Money Paid into Court to Discharge Mechanic's Liens was sent by overnight delivery and by regular mail, postage prepaid to:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
4510 Oakleys Lane
Richmond, VA 23231

Michael L. Donner, Sr., Esquire
Hubbard, Terry & Britt
293 Steamboat Road
P.O. Box 340
Irvington, Virginia 22480

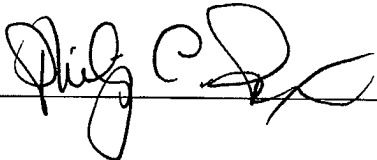


EXHIBIT 1

PG 592 AUG 15 2008

08-22297

MEMORANDUM OF MECHANICS LIEN
Claimed by General Contractor under Virginia Code 43-5

Name of Fee Owner: Stony Point Land Inc.
Address of Fee Owner: 1927 Hanover Avenue and 9030 Stony Point Pkwy
Richmond, VA 23220 Richmond, VA 23235

Name of Contractor: Simons Hauling Co., Inc
Address of Contractor: P.O. Box 7733
Richmond, VA 23231

Name of Claimant: Simons Hauling Co., Inc.
Address of Claimant: P.O. Box 7733
Richmond, VA 23231

1.Type of materials or services Furnished: Clearing and grubbing / Installation of utilities including storm sewer, new water line system and new sanitary sewer system / Curb and Gutter, other assorted concrete items / earthwork and all aspects of sitework for the installation of roadways. Placement of stone sub base.

2.Amount Claimed: \$178,670.57

3.Type of structure on which work done or materials furnished: Roadways and all associated materials and labor to construct.

4.Brief Description and location of real property:

Lots 1-13, inclusive, Riverwatch Subdivision as the same is described with greater particularity in a Plat recorded in Plat Book 08-32 on July 08, 2008 among the land records of the City of Richmond, Virginia. Tax Parcel #C001-0374/030

5. Dates from which interest on above amount is claimed:

April 30, 2008, as required per the contract between Simons Hauling Co., Inc and Stony Point Land Inc.

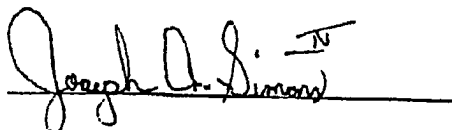
It is the intention of Claimant / Contractor to claim the benefit of a Mechanic's Lien.

DATED : August 15, 2008

Simons Hauling Co., Inc.

Return To: Simons Hauling Co. Inc.
P.O. Box 7733
Richmond, Va. 23231
(804) 222-6222

Attention: Joseph A. Simons, IV



08/15/08

4 593 AUG 15 2008

Simons Hauling Co. Inc.

By:

Joseph A. Simons IV
Joseph A. Simons IV Vice President

State of Virginia
City/County Of

Virginia
Henrico

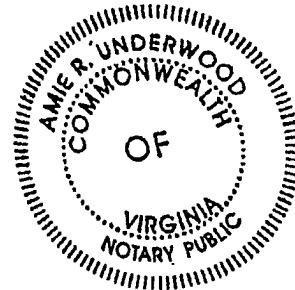
I, Amie Underwood, Notary Public for the State and County aforesaid, do certify that
Lisa I. Simons, Accounts Payable and Agent for Claimant, this day acknowledged the
foregoing before me in my county aforesaid.

Given under my hand this the 15th day of August 2008.

Amie R. Underwood
Notary Public

My Commission Expires:
My Registration No.

12/31/2010
7036497



INSTRUMENT #080022297
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON
AUGUST 15, 2008 AT 02:40PM
SEVILL M. DEAN, CLERK
RECORDED BY: YES

EXHIBIT 2

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.)
)
 Petitioner/Applicant,)
)
 v.)
)
 SIMONS HAULING CO., INC.)
)
 Respondent.)
 _____)

Case No. CL09-4029-6

ORDER GRANTING APPLICATION TO RELEASE MECHANIC'S LIENS

This matter is before the Court on the Amended Application of Stony Point Land, Inc. ("Applicant"), by counsel, for permission to pay into Court an amount of money sufficient to discharge certain mechanic's liens and claims recorded by Simons Hauling, Co., Inc. ("Simons") on certain real property ("the Property") in the Riverwatch Subdivision ("the Subdivision") located in the City of Richmond, Virginia.

And it appearing to the Court that Simons has recorded the following Mechanic's Liens and claims ("the Mechanic's Liens") with respect to the Property:

1. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 8, 2008, Instrument No. 08-21621;
2. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 15, 2008, Instrument No. 08-22297; and
3. A Memorandum of Disclosure in the total principal amount of \$178,670.57, but apportioned to certain Lots and Common Areas in the Riverwatch Subdivision.

And it further appearing that each of the Mechanic's Liens is in the identical principal amount of \$178,670.57. And it further appearing that each of the Mechanic's Liens pertains to the identical claim of Simons against Amended Applicant for amounts purportedly owed pursuant to a certain contract between Simons and Applicant. And it further appearing that Notice of the Application was given to Simons as required by Section 43-71 of the Virginia Code. And it further appearing that good cause exists to grant this Amended Application.

Accordingly, the Amended Application is GRANTED. And it is ORDERED that Applicant be, and is hereby, permitted to post with the Court the amount of \$178,670.57 in immediately available funds with the Clerk of this Court ("the Funds") for the release of the Mechanic's Liens. And it is further ORDERED that, the Funds having been submitted to the Court, the Mechanic's Liens filed in the Clerk's Office by Simons and recorded as Instrument Nos. 08-21621, 08-22297 and 08-22298, respectively, be and are hereby released in accordance with the provisions of VA. CODE §43-71. And it is further ORDERED that the Clerk note the release of each of the Mechanic's Liens in the records of this Court. And it is further ORDERED that the Funds be held in this Court pending a determination and/or resolution of the validity of the Mechanic's Liens.

And it is further ORDERED that this matter is continued generally.

Enter 9/17/08


JUDGE

A COPY,
Teste: DEWILL, M. LEAN, CLERK
BY:  D.C.

I ASK FOR THIS:

A handwritten signature in black ink, appearing to read "Philip C. Baxa", is written over a horizontal line.

Philip C. Baxa

Mercer Triggiani LLP

16 South Second Street

Richmond, Virginia 23219

Tel: 804-782-8691

Fax: 804-644-0209

Counsel for Stony Point Land, Inc.

R0007170

EXHIBIT 3

PG 0704 SEP 26 88

08. 25725

Prepared by and return to:
W. Alexander Burnett, Esquire
Williams Mullen
1021 East Cary Street, 17th floor
Richmond, VA 23219

Tap Map Nos. C0010374046; C0010374047; C0010374048; C0010374049;
C0010374050; C0010374051; C0010374052; C0010374053; C0010374054;
C0010374055; C0010374056; C0010374057

MEMORANDUM FOR MECHANIC'S LIEN
CLAIMED BY SUBCONTRACTOR

6/5/11

Name of Owner:	<u>Stony Point Land, Inc.,</u> a Virginia corporation
Address of Owner:	9030 Stony Point Parkway, Suite 500, Richmond, VA 23235
Name of General Contractor:	<u>Simons Hauling Co., Inc.,</u> a Virginia corporation,
Address of General Contractor:	P.O. Box 7733 4510 Oakley's Lane Richmond, VA 23231
Name of Claimant:	<u>Spanish Quality Concrete Co., Inc.,</u> A Virginia corporation,
Address of Claimant:	10624 Saluda Avenue Glen Allen, VA 23060

1. Type of services or materials furnished:
labor and materials related to curbs and gutters for residential subdivision
2. Amount Claimed; Total Amount Claimed: \$33,250.00.
The amount provided by Virginia Code § 43-3(B), that is, that fractional part of the total cost of the labor and materials provided by Spanish Quality Concrete Co., Inc., as obtained by using "one" as the numerator and the number of lots or parcels as the denominator being fourteen (14), there being thirteen (13) lots or parcels and one (1) common area containing 12.0 acres, more or less, collectively known as "Riverwatch". Consequently, the amount claimed against each lot is \$2,375.00.

0705 SEP 26 8

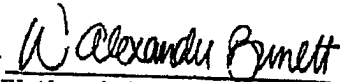
3. Type of structure on which work done or materials furnished:
curbs and gutters for residential subdivision
4. Brief description and location of real property:
"Riverwatch" as described in Exhibit A attached hereto
5. Date from which interest on above amount is claimed:
July 21, 2008

DATED: September 26, 2008

SPANISH QUALITY CONCRETE CO., INC.

Claimant intends to
claim the benefit
of the lien.

By

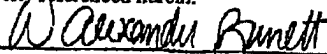


W. Alexander Burnett,

Its Duly Authorized Agent and Attorney at Law

Williams, Mollen, Clark & Dobbins, P. C.
1021 East Cary Street, Suite 1600
P.O. Box 1320
Richmond, Virginia 23219
(804) 643-1991

I hereby certify that, pursuant to the Code of Virginia §43-4, as amended, I shall
mail a true and correct copy of the foregoing Memorandum of Mechanic's Lien to the
owner of record of the real property referenced herein.



W. ALEXANDER BURNETT

AFFIDAVIT

COMMONWEALTH OF VIRGINIA) To-wit:
CITY OF RICHMOND)

I, the undersigned Notary Public in and for the above jurisdiction, do hereby
certify that W. Alexander Burnett, Agent for Claimant, this day made oath before me in
my aforesaid jurisdiction that Simons Hauling Co., Inc. is indebted to Claimant in the
sum of \$33,250.00 consideration stated in the foregoing Memorandum and that the same
is payable as therein stated.

Given under my hand this 26th day of September, 2008

My commission expires: November 30, 2011

Registration No. 221627


Notary Public

0706 SEP 26 8

RETURN TO:

Steven J. Selinger, Paralegal
Williams, Mullen, Clark & Dobbins, P. C.
P.O. Box 1320
Richmond, Virginia 23210-1320

Page Three of Four Pages

00707 SEP 26 8

EXHIBIT APARCEL 1

ALL those certain pieces or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing a total of 28.85 acres, more or less, consisting of two parcels designated as Parcel A containing 18.15 acres and Parcel B containing 10.7 ± acres, as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions; and

LESS AND EXCEPT Lot 1, Riverwatch, as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Holder Bros. Construction, Inc., a Virginia corporation, dated July 29, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-21457; and

LESS AND EXCEPT 12.04 acres, more or less, designated as "Common Area" as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Riverwatch Property Owners Association, Inc., a Virginia corporation, dated July 1, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-18543.

PARCEL 2

ALL that certain piece or parcel of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing 2.644 acres (the "Fee Parcel") as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions

PARCEL 3

The exclusive easement for ingress, egress, utilities, landscaping and signage, the temporary construction easements, and the non-exclusive easements for ingress, egress, drainage, utilities, landscaping and signage conveyed to Stony Point Land, Inc. pursuant and described in the VCUHSA Deed recorded in the aforesaid Clerk's Office as Instrument No. 06-30524, together with all rights relating thereto.

1639374

Page Four of Four Pages

INSTRUMENT
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON

SEP 26 2008 AT 1519

BEVILL M. DEAN, CLERK
BY: [Signature] DEPUTY CLERK

EXHIBIT 4

0701 SEP 26 8

08: 25724

Prepared by and return to:
W. Alexander Burnett, Esquire
Williams Muller
1021 East Cary Street, 17th floor
Richmond, VA 23219

Tap Map Nos. C0010374046; C0010374047; C0010374048; C0010374049;
C0010374050; C0010374051; C0010374052; C0010374053; C0010374054;
C0010374055; C0010374056; C0010374057;

DISCLOSURE STATEMENT

Disclosure document required by Virginia Code §43-3(B), as amended:

1. Date: September 26, 2008
2. Type of structure on which work done
or materials furnished: curbs and gutters for residential
subdivision
3. Name of Owner: Stony Point Land, Inc.
a Virginia corporation
4. Address of Owner: 9030 Stony Point Parkway,
Suite 500,
Richmond, VA 23235
5. Name of General Contractor: Simons Hauling Co., Inc.
a Virginia corporation,
6. Address of General Contractor: P.O. Box 7733
4510 Oakley's Lane
Richmond, VA 23231
7. Name of Claimant: Spanish Quality Concrete Co., Inc.
A Virginia corporation,
8. Address of Claimant: 10624 Saluda Avenue
Glen Allen, VA 23060
9. Nature of the Lien to be claimed:
The lien is given by Virginia Code §§ 43-3(B) and 43-7, to persons providing
labor and materials for streets for the purpose of providing access to the
individual lots and common areas in the development in the City of Richmond,
Virginia, known as "Riverwatch" described in Exhibit A attached hereto

Page One of Three Pages

#0702 SEP 26 8

10. Amount claimed against each lot or parcel:

The amount provided by Virginia Code § 43-3(B), that is, that fractional part of the total cost of the labor and materials provided by Spanish Quality Concrete Co., Inc., as obtained by using "one" as the numerator and the number of lots or parcels as the denominator being fourteen (14), there being thirteen (13) lots or parcels and one (1) common area containing 12.0 acres, more or less, collectively known as "Riverwatch". Consequently, the amount claimed against each lot is \$2,375.00.

11. Description of the development:
"Riverwatch" as described in Exhibit A attached hereto

SPANISH QUALITY CONCRETE CO., INC.

BY W. Alexander Burnett
W. Alexander Burnett,
Attorney and duly Authorized AgentCOMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to-wit:

Subscribed and acknowledged before me this 26th day of September, 2008, by W. Alexander Burnett, personally known to me.

Steven J. Selinger
STEVEN J. SELINGER, NOTARY PUBLICMY COMMISSION EXPIRES: November 30, 2011
REGISTRATION NO. 221627

10593094

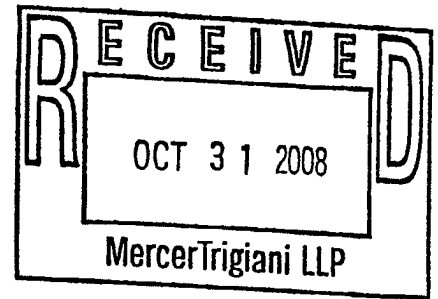
Page Two of Three Pages

EXHIBIT 5



WILLIAMS MULLEN

Direct Dial: 804.783.6481
aburnett@williamsmullen.com



October 29, 2008

BY HAND DELIVERY

Bevill M. Dean, Clerk
Richmond Circuit Court
John Marshall Courts Building
400 North Ninth Street
Richmond, Virginia 23219

Re: Certificate for Release of Mechanic's Lien

Dear Mr. Dean:

I enclose for recordation the following:

1. Certificate for Release of Mechanic's Lien Claimed by Subcontractor recorded September 26, 2008 by Spanish Quality Concrete Co. in the amount of \$33,250.00; and
2. This firm's check in the amount of \$21.00 to cover the Court's recordation fee.

A self-addressed, stamped envelope is enclosed for your convenience in returning the recording receipt after recordation. If you have any questions, please do not hesitate to contact me. Thank you for your cooperation in this regard.

Sincerely,

W. Alexander Burnett

WAB/dad
Enclosures

cc: Philip C. Baxa, Esquire (w/Encl)
William G. Homiller, Esquire (w/Encl)

1675334v1

A Professional Corporation

NORTH CAROLINA • VIRGINIA • WASHINGTON, D.C. • LONDON
Two James Center 1021 East Cary Street (23219) P.O. Box 1320 Richmond, VA 23218-1320 Tel: 804.643.1991 Fax: 804.783.6507
www.williamsmullen.com

Prepared by and return to:
W. Alexander Burnett, Esquire
Williams Mullen
1021 East Cary Street, 17th floor
Richmond, VA 23219

Tap Map Nos. C0010374046; C0010374047; C0010374048; C0010374049;
C0010374050; C0010374051; C0010374052; C0010374053; C0010374054;
C0010374055; C0010374056; C0010374057

CERTIFICATE FOR RELEASE OF MECHANIC'S LIEN
CLAIMED BY SUBCONTRACTOR

Place of Record: Clerk's Office of the Circuit Court of the
City of Richmond, Virginia

Recorded: September 26, 2008,
Instrument No. 08-25725

Name of Owner: Stony Point Land, Inc.,
a Virginia corporation

Name of General Contractor: Simons Hauling Co., Inc.,
a Virginia corporation,

Name of Claimant: Spanish Quality Concrete Co., Inc.,
A Virginia corporation,

Amount Claimed: Total Amount Claimed: \$33,250.00.

The amount provided by Virginia Code § 43-3(B), that is, that fractional part of the total cost of the labor and materials provided by Spanish Quality Concrete Co., Inc., as obtained by using "one" as the numerator and the number of lots or parcels as the denominator being fourteen (14), there being thirteen (13) lots or parcels and one (1) common area containing 12.0 acres, more or less, collectively known as "Riverwatch". Consequently, the amount claimed against each lot is \$2,375.00.

Brief description and location of real property:
"Riverwatch" as described in Exhibit A attached hereto

The debt of Simons Hauling Co., Inc. giving rise to this Claim has been satisfied and above mentioned mechanic's lien is hereby released.

SPANISH QUALITY CONCRETE CO., INC.

By W. Alexander Burnett
W. Alexander Burnett,
Its Duly Authorized Agent and Attorney at Law

WILLIAMS MULLEN
1021 East Cary Street, 17th floor
P.O. Box 1320
Richmond, Virginia 23219
(804) 643-1991

COMMONWEALTH OF VIRGINIA:
CITY OF RICHMOND, TO-WIT:

The foregoing instrument was personally acknowledged before me in my aforesaid jurisdiction this 28th day of October, 2008, by W. Alexander Burnett, duly authorized agent and attorney-at-law for Spanish Quality Concrete Co., Inc.

My commission expires: November 30, 2011. Registration No. 221627

Steven J. Selinger
Steven J. Selinger, Notary Public

RETURN TO:
Steven J. Selinger, Paralegal
Williams, Mullen, Clark & Dobbins, P.C.
P.O. Box 1320
Richmond, Virginia 23210-1320

I:\WMC\LIB\STEVESEL\0127223.01



EXHIBIT A

PARCEL 1

ALL those certain pieces or parcels of land, with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing a total of 28.85 acres, more or less, consisting of two parcels designated as Parcel A containing 18.15 acres and Parcel B containing 10.7 ± acres, as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions; and

LESS AND EXCEPT Lot 1, Riverwatch, as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Holder Bros. Construction, Inc., a Virginia corporation, dated July 29, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-21457; and

LESS AND EXCEPT 12.04 acres, more or less, designated as "Common Area" as more particularly described in the Deed from Stony Point Land, Inc., a Virginia corporation, to Riverwatch Property Owners Association, Inc., a Virginia corporation, dated July 1, 2008, and recorded in the aforementioned Clerk's Office as Instrument No. 08-18543.

PARCEL 2

ALL that certain piece or parcel of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia containing 2.644 acres (the "Fee Parcel") as more particularly described in the Riverwatch Declaration of Covenants, Conditions and Restrictions dated January 10, 2007, and recorded in the Clerk's Office of the City of Richmond Circuit Court as Instrument No. 07-6446 and in the Plat of Correction recorded in the aforesaid Clerk's Office as Plats 08-31 and 08-32, LESS AND EXCEPT the certain pieces or parcels of land more particularly described in the aforementioned Declaration of Covenants, Conditions and Restrictions

PARCEL 3

The exclusive easement for ingress, egress, utilities, landscaping and signage, the temporary construction easements, and the non-exclusive easements for ingress, egress, drainage, utilities, landscaping and signage conveyed to Stony Point Land, Inc. pursuant and described in the VCUHSA Deed recorded in the aforesaid Clerk's Office as Instrument No. 06-30524, together with all rights relating thereto.

EXHIBIT 6

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013

Visit eRocks™ at www.martinmarietta.com

SOLD TO:

SIMONS HAULING CO INC
PO BOX 7733
RICHMOND VA 23231

FOR BILLING QUESTIONS PLEASE CALL
804-674-9517

JOB NAME: STONY POINT JOB

SHIP TO:

STONY POINT
RICHMOND VA 23236

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
4588654 SO		998	2585580011	10	57104	Midlothian Quarry	258558	6/23/08	6849557	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
06/20/08	0570	57								
		216985	22.33	TN	9.15	204.32	3.80	84.85		289.17
		217025	22.83	TN	9.15	208.89	3.80	86.75		295.64
		217061	23.00	TN	9.15	210.45	3.80	87.40		297.85
		217084	20.24	TN	9.15	185.20	3.80	76.91		262.11
		217092	22.87	TN	9.15	209.26	3.80	86.91		296.17
		SUBTOTAL	111.27			1,018.12		422.82		1,440.94

DETACH and Include this Return Portion with Payment

Martin Marietta Materials**REMIT TO:**

MARTIN MARIETTA MATERIALS
PO Box 75328
Charlotte NC 28275

CUSTOMER NUMBER: 258558 SIMONS HAULING CO IN
INVOICE NUMBER: 6849557

PAYMENT DUE \$1,491.84

Please report any potential ethics violations to the Martin Marietta Materials Corporate Ethics Office 1-800-209-4508 or see www.martinmarietta.com.
For all other questions call the number above

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013

Visit eRocks™ at www.martinmarietta.com

SOLD TO:

SIMONS HAULING CO INC
PO BOX 7733
RICHMOND VA 23231

FOR BILLING QUESTIONS PLEASE CALL
804-674-9517

JOB NAME: STONY POINT JOB

SHIP TO:

STONY POINT
STONY POINT JOB
RICHMOND VA 23236

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
4605715 SO	104613	998	2585580011	10	57104	Midlothian Quarry	258558	6/30/08	6877557	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
06/23/08	0570	57								
		217258	20.25	TN	9.15	185.29	3.80	76.95		262.24
		217261	23.43	TN	9.15	214.38	3.80	89.03		303.41
06/23/08	0587	21A	43.68			399.67		165.98		565.65
		217176	23.14	TN	4.65	107.60	3.80	87.93		195.53
		217177	20.22	TN	4.65	94.02	3.80	76.84		170.86
		217203	20.12	TN	4.65	93.56	3.80	76.46		170.02
		217208	22.82	TN	4.65	106.11	3.80	86.72		192.83
		217226	19.74	TN	4.65	91.79	3.80	75.01		166.80
		217233	23.15	TN	4.65	107.65	3.80	87.97		195.62
		217289	20.09	TN	4.65	93.42	3.80	76.34		169.76
		217295	23.44	TN	4.65	109.00	3.80	89.07		198.07
		217318	19.44	TN	4.65	90.40	3.80	73.87		164.27
		217325	22.66	TN	4.65	105.37	3.80	86.11		191.48
		217346	20.07	TN	4.65	93.33	3.80	76.27		169.60
		217353	23.25	TN	4.65	108.11	3.80	88.35		196.46
		217375	20.33	TN	4.65	94.53	3.80	77.25		171.78
		217381	23.41	TN	4.65	108.86	3.80	88.96		197.82
06/24/08	0587	21A	301.88			1,403.75		1,147.15		2,550.90
		217428	23.16	TN	4.65	107.69	3.80	88.01		195.70
		217429	23.08	TN	4.65	107.32	3.80	87.70		195.02
							INVOICE TOTAL			CONTINUED

DETACH and Include this Return Portion with Payment

Martin Marietta Materials**REMIT TO:**

MARTIN MARIETTA MATERIALS
PO Box 75328
Charlotte NC 28275

CUSTOMER NUMBER: 258558 SIMONS HAULING CO IN
INVOICE NUMBER: 6877557

PAYMENT DUE \$5,826.54

Please report any potential ethics violations to the Martin Marietta Materials Corporate Ethics Office 1-800-209-4508 or see www.martinmarietta.com.
For all other questions call the number above

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

		TOTAL	647.30			3,206.50		2,459.74		5,666.24
								TAX AMOUNT	160.30	
								\$5,826.54		

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013

Visit eRocks™ at www.martinmarietta.com

SOLD TO:

SIMONS HAULING CO INC
PO BOX 7733
RICHMOND VA 23231

FOR BILLING QUESTIONS PLEASE CALL
804-674-9517

JOB NAME: STONY POINT JOB

SHIP TO:

STONY POINT
STONY POINT JOB
RICHMOND VA 23236

PAYMENT TERMS: NET 30 DAYS- A/R

INVOICE TERMS: NET 30 DAYS- A/R											
Order No.	Customer PO No.		Dest. No.	Job No.	Dist	Business Unit	Business Unit Name		Cust. No.	Invoice Date	Invoice No.
4643727 SO	104613		998	2585580011	10	57104	Midlothian Quarry		258558	7/21/08	6935907
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL	
07/16/08	0587	21A									
		223112	19.82	TN	4.65	92.16	3.80	75.32		167.48	
		223123	19.49	TN	4.65	90.63	3.80	74.06		164.69	
		223160	19.57	TN	4.65	91.00	3.80	74.37		165.37	
		223171	22.73	TN	4.65	105.69	3.80	86.37		192.06	
		223196	19.29	TN	4.65	89.70	3.80	73.30		163.00	
		223210	20.04	TN	4.65	93.19	3.80	76.15		169.34	
		223244	22.74	TN	4.65	105.74	3.80	86.41		192.15	
		223245	19.65	TN	4.65	91.37	3.80	74.67		166.04	
		223252	20.20	TN	4.65	93.93	3.80	76.76		170.69	
		223303	19.47	TN	4.65	90.54	3.80	73.99		164.53	
		223305	19.30	TN	4.65	89.75	3.80	73.34		163.09	
		223309	22.85	TN	4.65	106.25	3.80	86.83		193.08	
		223346	19.77	TN	4.65	91.93	3.80	75.13		167.06	
		223358	18.79	TN	4.65	87.37	3.80	71.40		158.77	
		223372	22.99	TN	4.65	106.90	3.80	87.36		194.26	
		223382	19.03	TN	4.65	88.49	3.80	72.31		160.80	
		223398	19.11	TN	4.65	88.86	3.80	72.62		161.48	
		223421	19.72	TN	4.65	91.70	3.80	74.94		166.64	
		223423	22.61	TN	4.65	105.14	3.80	85.92		191.06	
		223444	18.35	TN	4.65	85.33	3.80	69.73		155.06	
07/17/08	0587	*SUBTOTAL*	405.52			1,885.67		1,540.98		3,426.65	
		21A									
		223482	18.56	TN	4.65	86.30	3.80	70.53		156.83	
							INVOICE TOTAL		CONTINUED		

DETACH and Include this Return Portion with Payment

Martin Marietta Materials**REMIT TO:**

MARTIN MARIETTA MATERIALS
PO Box 75328
Charlotte NC 28275

CUSTOMER NUMBER: 258558 SIMONS HAULING CO IN

INVOICE NUMBER: 6935907

PAYMENT DUE \$5,347.74

Please report any potential ethics violations to the Martin Marietta Materials Corporate Ethics Office 1-800-209-4508 or see www.martinmarietta.com.
For all other questions call the number above

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

STONY POINT
STONY POINT JOB
RICHMOND VA 23236

TAX AMOUNT	143.23	
		\$5,347.74

Martin Marietta Materials

P.O. Box 30013
Raleigh, NC 27622-0013

Visit eRocks™ at www.martinmarietta.com

SOLD TO:

SIMONS HAULING CO INC
PO BOX 7733
RICHMOND VA 23231

FOR BILLING QUESTIONS PLEASE CALL
804-674-9517

JOB NAME: STONY POINT JOB

SHIP TO:

STONY POINT
STONY POINT JOB
RICHMOND VA 23236

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
4657359 SO	104613	998	2585580011	10	57104	Midlothian Quarry	258558	7/28/08	6958736	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
07/23/08	0587	21A								
		224072	20.09	TN	4.65	93.42	3.80	76.34		169.76
		224098	20.11	TN	4.65	93.51	3.80	76.42		169.93
		224124	19.88	TN	4.65	92.44	3.80	75.54		167.98
		224150	19.75	TN	4.65	91.84	3.80	75.05		166.89
		224174	20.37	TN	4.65	94.72	3.80	77.41		172.13
		224211	20.09	TN	4.65	93.42	3.80	76.34		169.76
		SUBTOTAL	120.29			559.35		457.10		1,016.45
07/24/08	0587	21A								
		224300	19.94	TN	4.65	92.72	3.80	75.77		168.49
		224303	16.19	TN	4.65	75.28	3.80	61.52		136.80
		SUBTOTAL	36.13			168.00		137.29		305.29
		TOTAL	156.42			727.35		594.39		1,321.74
							TAX AMOUNT		36.37	
							INVOICE TOTAL		\$1,358.11	

DETACH and Include this Return Portion with Payment

Martin Marietta Materials**REMIT TO:**

MARTIN MARIETTA MATERIALS
PO Box 75328
Charlotte NC 28275

CUSTOMER NUMBER: 258558 SIMONS HAULING CO IN

INVOICE NUMBER: 6958736

PAYMENT DUE \$1,358.11

Please report any potential ethics violations to the Martin Marietta Materials Corporate Ethics Office 1-800-209-4508 or see www.martinmarietta.com.
For all other questions call the number above

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

STONY POINT LAND, INC 0203
9030 STONY POINT PKWY, STE 500
RICHMOND, VA 23235-1957

BRANCH BANKING AND TRUST
COMPANY OF VIRGINIA
RICHMOND, VA 23229
68-428/514

15223

9/23/2008

PAY TO THE
ORDER OF

Martin Marietta Materials

\$ **14,024.23

Fourteen Thousand Twenty-Four and 23/100*****

DOLLARS

Martin Marietta Materials
PO Box 75328
CHARLOTTE NC 28275

MEMO

Marietta

⑈015223⑈ ⑈051404260⑈5235773238⑈

⑈0001402423⑈

[illegible]

Exhibit 10

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.

Applicant,

v.

SIMONS HAULING CO., INC.

Respondent.

Case No.: CL08-4029-6

NOTICE OF HEARING

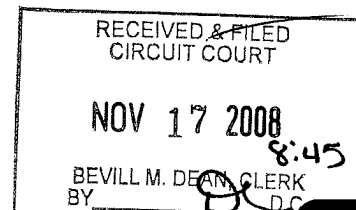
PLEASE TAKE NOTICE that on December 18, 2008 at 9:30 a.m., or as soon thereafter as counsel may be heard, Applicant will bring on for hearing its Motion to Reduce Money Paid into Court to Discharge Mechanic's Lien in this matter. The hearing will be held at the Circuit Court of the City of Richmond, John Marshall Courts Building, 400 North Ninth Street, Richmond, Virginia 23219.

STONY POINT LAND, INC.

By: Philip C. Baxa

Of Counsel

Philip C. Baxa VSB No. 22977
MercerTrigiani LLP
16 South Second Street
Richmond, Virginia 23219
Tel: 804-782-8691
Fax: 804-644-0209
Counsel for Applicant



EXHIBIT

tabbies

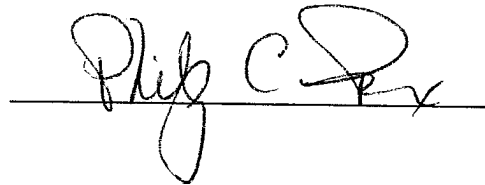
10

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Notice of Hearing was sent via regular mail, postage prepaid, this 13th day of November, 2008, to the following parties:

Simons Hauling Co., Inc.
C/o Joseph A. Simons, IV
P.O. Box 7733
Richmond, VA 23231

Michael L. Donner, Sr. Esquire
Hubbard, Terry & Britt
293 Steamboat Road
P.O. Box 340
Irvington, VA 22480

A handwritten signature in black ink, appearing to read "Philip C. D. R.", is written over a single horizontal line.

R0007496

Exhibit 11

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.

Applicant,

v.

SIMONS HAULING CO., INC.

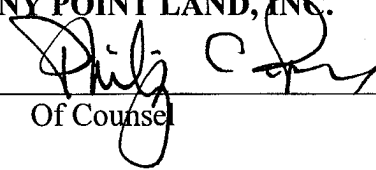
Respondent.

Case No.: CL08-4029-6

AMENDED NOTICE OF HEARING

PLEASE TAKE NOTICE that on December 18, 2008 at 9:30 a.m., or as soon thereafter as counsel may be heard, Applicant will bring on for hearing its Amended Motion to Reduce Money Deposited into Court to Discharge Mechanic's Lien in this matter. The hearing will be held at the Circuit Court of the City of Richmond, John Marshall Courts Building, 400 North Ninth Street, Richmond, Virginia 23219.

STONY POINT LAND, INC.

By: 
Of Counsel

Philip C. Baxa VSB No. 22977
MercerTrigiani LLP
16 South Second Street
Richmond, Virginia 23219
Tel: 804-782-8691
Fax: 804-644-0209
Counsel for Applicant



Exhibit 12

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

STONY POINT LAND, INC.)
)
 Applicant,)
)
 v.)
)
 SIMONS HAULING CO., INC.)
)
 Respondent.)
 _____)

Case No. CL08-4029-6

ORDER GRANTING MOTION TO REDUCE DEPOSIT

This matter came before the Court on December 18, 2008, on the Motion of Applicant Stony Point Land, Inc. ("Stony Point"), by counsel, to reduce the amount of money held on deposit with the Court ("the Deposit") to discharge certain mechanic's liens and claims recorded by Simons Hauling Co., Inc. ("Simons") on certain real property ("the Property") in the Riverwatch Subdivision ("the Subdivision") located in the City of Richmond, Virginia. And it appearing to the Court that Simons recorded the following mechanic's liens and claims ("the Mechanic's Liens") with respect to the Property:

1. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 8, 2008, Instrument No. 08-21621;
2. A Memorandum for Mechanic's Lien in the principal amount of \$178, 670.57 recorded August 15, 2008, Instrument No. 08-22297; and
3. A Memorandum of Disclosure in the total principal amount of \$178,670.57, but apportioned to certain Lots and Common Areas in the Riverwatch Subdivision.



And it further appearing that each of the Mechanic's Liens is in the identical principal amount of \$178,670.57. And it further appearing that each of the Mechanic's Liens pertains to the identical claim of Simons against Stony Point for amounts purportedly owed pursuant to a certain contract between Simons and Stony Point. And it further appearing that, by Order entered September 17, 2008 ("the 9/17/08 Order"), the Court permitted Stony Point to deposit \$178,670.57 in immediately available funds to release the Mechanic's Liens ("the Deposit").

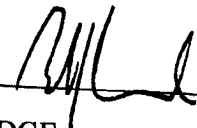
And it further appearing that the amount in dispute regarding the Mechanic's Liens has been reduced a) by \$33,250.00 by direct payment of such amount by Stony Point to Spanish Quality Concrete, a subcontractor of Simons with respect to the Property; and b) by an additional \$14,024.23 by direct payment of such amount by Stony Point to Martin Marietta Materials, a subcontractor/supplier of Simons with respect to the Property. And it further appearing that Stony Point has asked that the amount of the Deposit be reduced by \$47,274.23, representing the direct payment of \$33,250.00 to Spanish Quality Concrete and the direct payment of \$14,024.23 to Martin Marietta Materials, and that accordingly, the Court refund \$47,274.23 of the amount of the Deposit to Stony Point. And it further appearing that good cause exists to grant the Motion. And it further appearing that Simons does not oppose the Motion.

Accordingly, the Motion is GRANTED. And it is ORDERED that the amount of the Deposit with the Clerk of this Court for the release of the Mechanic's Liens pursuant to the 9/17/08 Order be reduced from \$178,670.57 to \$131,396.34. And it is further ORDERED that \$47,274.23 of the funds on Deposit with the Court shall be remitted to Stony Point. And it is further ORDERED that the Clerk shall issue a check in the amount of \$47,274.23 payable to Stony Point Land, Inc., and send it to Philip C. Baxa, MercerTrigiani LLP, 16 South Second Street, Richmond, Virginia 23219, counsel for Stony Point. And it is further ORDERED that

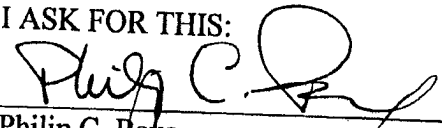
the remaining Deposit be held in this Court pending a determination and/or resolution of the validity of the Mechanic's Liens.

And it is further ORDERED that this matter is continued generally.

Enter 1/13/2009


JUDGE

I ASK FOR THIS:


Philip C. Baka

MercerTrigiani LLP

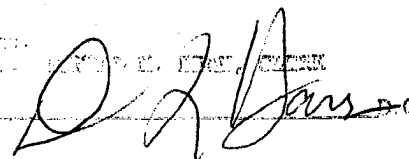
16 South Second Street

Richmond, Virginia 23219


Tel: 804-782-8691

Fax: 804-644-0209

Counsel for Stony Point Land, Inc.


Michael L. Donner, Sr.

SEEN AND AGREED:


Michael L. Donner, Sr.

Hubbard, Terry & Britt

293 Steamboat Road

P.O. Box 340

Irvington, Virginia 22480

Counsel for Simons Hauling Co., Inc.

R0007465

Exhibit 13

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

SIMONS HAULING CO., INC.

Plaintiff,

v.

STONY POINT LAND, INC.

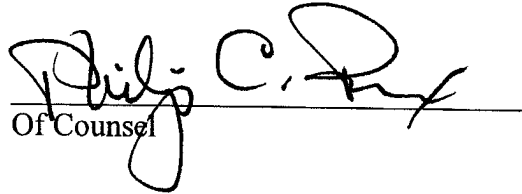
Defendant.

Case No.: CL760 CL09000696

NOTICE OF BANKRUPTCY

Notice is hereby given that on March 12, 2010, Defendant Stony Point Land, Inc. filed a petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, Case No. 10-31740-KRH.

STONY POINT LAND, INC.


Of Counsel

Philip C. Baxa, Esquire (VSB No. 22977)
MercerTrigiani LLP
16 South Second Street
Richmond, VA 23219
Tel: 804-782-8691
Fax: 804-644-0209
phil.baxa@mercertrigiani.com

Counsel for Defendant

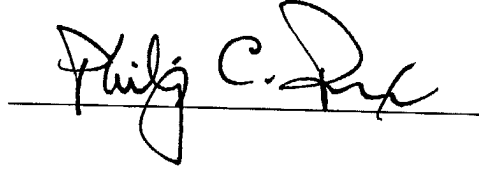
EXHIBIT

13

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Notice was sent via regular mail, postage prepaid, this 2nd day of April, 2010, to the following parties.

Michael L. Donner, Sr., Esquire
Hubbard, Terry & Britt, P.C.
293 Steamboat Road
P.O. Box 340
Irvington, Virginia 22480

A handwritten signature in black ink, appearing to read "Philip C. Britt", is written over a horizontal line.

R0010274